



4600 West Fifty-First Street  
Roeland Park, Kansas 66205  
City Hall (913) 722-2600  
Fax (913) 722-3713

Mayor Mike Kelly  
City of Roeland Park, Kansas

Dear Mayor:

We, the undersigned Councilmembers of the City of Roeland Park, Kansas, hereby respectfully request you to call a special meeting of the Governing Body of the City of Roeland Park, Kansas to be held at the City Hall at 6:00 PM, Tuesday, November 1, 2022, for the object and purpose of:

**AGENDA**  
**SPECIAL COUNCIL MEETING**  
**CITY OF ROELAND PARK, KANSAS**  
**ROELAND PARK CITY HALL**  
**Roland Park City Hall**  
**November 1, 2022, 6:00 PM**

Pledge of Allegiance

- A. Instructions on Logging into Meeting Remotely

Roll Call

**A. Citizens Comments**

*Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens are requested to keep their comments under 5 minutes. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.*

**I. New Business**

- A. Approve Land Purchase Agreement for Public Works Site
- B. Tom Madigan \*Jan Faidley Jennifer Hill Ben Dickens Kate Raglow \*  
Trisha Brauer \* Michael Poppa Michael Reb \*These members  
called the Special Meeting

**Welcome to this meeting of the City Council of Roeland Park. Below are  
the Procedural Rules of Council**

The City Council encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
  2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall

confine their remarks to the matter under consideration by the Council.

- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
  
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
  
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
  
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
  
- H. Agendas and minutes can be accessed at [www.roelandpark.org](http://www.roelandpark.org) or by contacting the City Clerk

***The City Council welcomes your participation and appreciates your cooperation. If you would like additional information about the City Council or its proceedings, please contact the City Clerk at (913) 722.2600.***

**Item Number:** Pledge of Allegiance- -A.  
**Committee** 11/1/2022  
**Meeting Date:**



## City of Roeland Park Action Item Summary

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**Date:**  
**Submitted By:**  
**Committee/Department:**  
**Title:** Instructions on Logging into Meeting Remotely  
**Item Type:**

### Recommendation:

See instructions to log in below.

### Details:

The City Council Meeting will be held remotely. Below are instructions for joining the meeting by phone, online or both.

**Topic:** City Council and Governing Body Workshop Meeting

**Time:** This is a recurring meeting Meet anytime

**Join Zoom Meeting**

**<https://zoom.us/j/97767592270?pwd=VWNXbjNkejVb0JBaStWMDF5WXpoZz09>**

**Meeting ID:** 977 6759 2270

**Passcode:** council

**One tap mobile**

**+16699006833,,97767592270# US (San Jose)**

**+12532158782,,97767592270# US (Tacoma)**

**Dial by your location**

**+1 669 900 6833 US (San Jose)**

**+1 253 215 8782 US (Tacoma)**

**+1 346 248 7799 US (Houston)**

**+1 929 205 6099 US (New York)**

**+1 301 715 8592 US (Washington DC)**

+1 312 626 6799 US (Chicago)  
Meeting ID: 977 6759 2270  
Find your local number: <https://zoom.us/j/97767592270>

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

**Item Number:** New Business- I.-A.  
**Committee Meeting Date:** 11/1/2022



## City of Roeland Park Action Item Summary

**Date:** 10/20/2022  
**Submitted By:** Keith Moody  
**Committee/Department:** Admin.  
**Title:** **Approve Land Purchase Agreement for Public Works Site**  
**Item Type:** Agreement

### **Recommendation:**

**Staff recommends approval of the land purchase agreement conditioned upon a satisfactory legal description being attached to the contract.**

### **Details:**

With the pending sale of The Rocks site which includes the current Public Works facility, a new location for Public Works is eminent. The land purchase agreement reflects a 45-day due diligence period for the City to assess the compatibility of the prospective site further, it also provides for an anticipated closing date, and price. The earnest deposit is refundable should the City elect not to move forward with the purchase based upon conditions identified as unsuitable during the due diligence period.

The land area and building size are suitable for use as a public works site. The existing zoning allows for public works as permitted and outdoor storage is an allowed accessory use.

SFS will complete a building condition assessment and work with Larkin to develop a modification plan and budget during the due diligence period. A part 1 environmental analysis will also be completed during the due diligence period to determine if the site has any potential contamination.

The purchase price is within the allocation Council has identified for a new public works site. Resources are available from the sale of the site at the NE Corner of Johnson Drive and Roe Boulevard along with proceeds anticipated from the sale of the Rocks.

Financial Impact

Amount of Request: \$1,700,000

Budgeted Item?	Budgeted Amount: \$3 million (total allocation for a new public works facility)
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Line Item Code/Description: 360-5442
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Additional Information

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Land Purchase Agreement for 1800 Merriam Lane	Cover Memo

## REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (“**Contract**”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between Kelly Van Gilder, Rachael Deters, Cathryn M. Burke, Leo McClaskey, Mark McClaskey, Corine Schuetz and DuWayne Kramer, Jr. (“**Seller**”), and City of Roeland Park, Kansas or its assign (“**Buyer**”).

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

**1. Property.** Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller all of Seller’s interest in the real property described on **Exhibit A**, attached hereto, and all appurtenances thereto (“**Property**”).

**2. Purchase Price.** The purchase price for the Property is One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00) (“**Purchase Price**”) and shall be paid as follows:

(a) Earnest money in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be deposited by Buyer at First American Title Company (“**Title Company**”), by wire transfer of immediately available funds, within two (2) business days after the execution and delivery of this Contract. At Closing (as defined below), the entire earnest money amount will be disbursed to the Seller and applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Title Company, which shall be in form and content reasonably acceptable to Buyer, Seller and Title Company. The entire earnest money deposit is fully refundable, prior to the expiration of the Inspection Period (as defined below), or if the contingencies defined herein are not satisfied at Buyer’s sole discretion.

(b) The balance of the Purchase Price, subject to closing proration and credits, shall be paid to Seller in cash by wire transfer or guaranteed funds at Closing.

**3. Seller’s Representation and Warranty.** Seller hereby warrants and represents to Buyer that Seller has the authority necessary to enter into this Contract and comply with Seller’s obligations hereunder. The representation and warranty made by Seller in this Section 3 shall be true as of the Closing Date hereof and shall survive the Closing of this transaction for a period of one (1) year.

**4. Plans and Reports.** Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of all existing plans and reports, to include environmental reports building plans, construction drawings, roof warranties and reports, HVAC warranties and reports



relating to the Property, along with a list of vendors that have maintained HVAC and roof systems over the past several years, which are in Seller's possession relating to the Property.

**5. Survey Contingency.** Seller shall, at Seller's sole cost, obtain and deliver to Buyer an ALTA/ACSM land title survey ("**Survey**") within thirty (30) days of the Effective Date. Upon receipt of both the title commitment from the Title Company and the Survey, Buyer shall have ten (10) days in which to review the same and provide any Title and/or Survey objections in Buyer's sole judgment which affects the Property or Buyer's intended use of the Property ("**Survey Objections**"). If within the Inspection Period, Buyer fails to (deliver written notice of Survey Objections to Seller, then Buyer is deemed to have waived all rights to object to, is deemed to have approved, and shall accept title to the Property subject to any matter shown on the Survey. If Buyer delivers a copy of the Survey and any Survey Objections to Seller, Seller shall have five (5) business days after receipt of Buyer's notice to notify Buyer in writing what, if anything, Seller agrees to do to cure such Survey Objections. Failure of Seller to respond within said five (5) business day period shall indicate that Seller elects not to cure the Survey Objections. Seller shall have no obligation to cure any Survey Objections or incur any expense with respect thereto. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of any Survey Objection, Buyer shall have ten (10) business days after delivery of such notice from Seller to deliver notice to Seller terminating this Contract, in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive. If Buyer does not terminate this Contract, pursuant to the immediately preceding sentence, within said period, then Buyer is deemed to have waived all rights to object to, is deemed to have approved, and shall accept title to the Property subject to such uncured Survey Objection(s). If Seller pursues a cure and is unable to cure the Survey Objections by the Closing Date, then Buyer shall have the option, as its sole right, to either terminate this Contract on the Closing Date (in which event the earnest money shall be disbursed to Buyer and the parties shall have no further obligations hereunder except those provisions that expressly survive), or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have approved any uncured Survey Objections and waived any rights against Seller relating thereto.

**6. Title Contingency.** Promptly after the Effective Date, Seller shall provide and pay for an ALTA Owner's Extended Coverage Title Insurance Policy ("**Insurance Policy**") from the Title Company for the Buyer in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer. Buyer shall pay for any additional endorsements or lender's policy, if desired. Within ten (10) days of the Effective Date, Seller shall cause the Title Company to deliver to Buyer a commitment for such Insurance Policy ("**Commitment**") and copies of all exception documents. Buyer shall have ten (10) days to deliver to Seller in writing any objection to a matter shown on the Commitment which materially affects the Property or Buyer's use of the Property ("**Title Objections**"). If Buyer fails to deliver notice of Title Objections to Seller within said period, Buyer shall be deemed to have fully accepted the Commitment and all matters disclosed therein. If Buyer

delivers notice of Title Objections to Seller within said period, Seller shall have ten (10) days after receipt of Buyer's Objection (the "**Title Cure Period**") to notify Buyer, in writing, what, if anything, Seller agrees to do to cure the Title Objections. Failure of Seller to respond within the Title Cure Period shall indicate that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, as Buyer's sole right, Buyer shall have two (2) business days after the end of the Title Cure Period to deliver notice to Seller terminating this Contract. If Buyer does not terminate this Contract during said two business day period, Buyer is deemed to have accepted any uncured Title Objections. If Seller pursues a cure and is unable to cure a Title Objection by the Closing Date, then Buyer shall have the option, as its sole right, to either terminate this Contract or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto. Buyer shall make its election under the immediately preceding sentence within ten (10) business days after Seller notifies Buyer that it was unable to cure one or more Title Objections. If Buyer does not terminate this Contract during said period, Buyer is deemed to have accepted any uncured Title Objections.

Buyer's obligation to purchase the Property is conditioned upon the Title Company being prepared to issue, at Closing, a current, standard ALTA owner's title insurance policy (or a marked-up and binding commitment therefor), without extended coverage over the printed standard or general exceptions, in the amount of the Purchase Price insuring Buyer as the fee simple owner of the Property as of the date of recording the deed, subject to the Permitted Exceptions ("**Title Policy**").

**7. Inspection Contingency.** During the forty-five (45) day period immediately following the Effective Date ("**Inspection Period**"), Buyer, at its sole expense, may obtain an inspection of the Property and/or a current Phase I environmental assessment ("**Audit**") of the Property. The findings of the Audit shall be deemed acceptable in Buyer's sole judgment. Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of any available environmental audit, any existing survey, and any other reports and information in its possession related to the condition of the Property. Upon receipt of the Phase 1 report, Buyer shall have the remainder of the Inspection Period in which to review the findings. The findings of the Audit shall be deemed acceptable in Buyer's sole judgment. This Inspection Period may be extended by notice from Buyer to Seller that additional time is needed to perform, complete or access the results of any Phase I or other desired environmental report. Notwithstanding any contrary provision, in the event that Buyer extends the Inspection Period under the prior sentence, the Earnest money shall become fully earned by Seller and non-refundable to Buyer in the event Buyer elects to terminate or cancel this Contract under a right to do so specified in this Contract, but shall remain applicable to the Purchase Price in the event that Buyer closes. In no event shall Buyer have the right to extend the Inspection Period beyond ninety (90) days following the Effective Date. Buyer shall have until the end of the Inspection Period to terminate this Contract by written notice to Seller. If Buyer

does not deliver a written notice to Seller before the end of the Inspection Period terminating this Contract, then Buyer is deemed to have waived this Inspection Contingency and any right to object to the condition of the Property. In no event shall Seller be required to cure any matter to which the Buyer objects relating to the condition of the Property. Seller's rights and Buyer's obligations under this Section 7 shall survive the Closing or any termination of this Contract.

**8. Termination.** If Buyer determines for any reason, in its sole discretion, that it elects not to Close or that the Property is not acceptable to the Buyer, Buyer may terminate this Contract by giving written notice to Seller of its election to do so at any time on or before the expiration of the Inspection Period. If Buyer gives such notice to terminate, then this Contract will automatically terminate, the earnest money will be returned to Buyer along with all interest and neither party will have any further obligations under this Contract except those provisions that expressly survive.

**9. Closing.** The closing of this transaction (the "**Closing**") shall take place within fifteen (15) days after expiration of the Inspection Period (the "**Closing Date**"), at the office of the Title Company or at such other time and place as may be agreed upon by Buyer and Seller. At the Closing, Buyer shall deliver to the Title Company by wire transfer to an account designated by the Title Company, immediately available funds in the amount of the Purchase Price, as adjusted by any prorations and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy.

At the Closing, Seller shall deliver to the Title Company a Special Warranty Deed acceptable to Buyer conveying Seller's interest in the Property to Buyer, subject only to the Permitted Exceptions, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. All prorations required hereunder shall be computed as of the Closing Date. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to the Permitted Exceptions. Seller shall be responsible for payment of the following transaction costs: (a) the premium for the extended coverage ALTA Owner's Title Insurance Policy issued by the Title Company; (b) the cost of preparing the Survey; (c)[intentionally deleted]; (d) recording fees and charges relating to Seller's deed; (e) one-half of all escrow and closing fees of the Title Company; (f) Seller's share of prorations; and, (g) all other closing costs not specifically allocated to Buyer as set forth below. Buyer shall be responsible for payment of: (a) the cost of its inspections; (b) one-half of all escrow and closing fees of the Title Company; (c) Buyer's share of prorations; and, (d) all costs associated with Buyer's financing, including any loan application fees, appraisal costs, the premium for any loan policy required by Buyer's lender, and the cost of recording any mortgage or other security documents against the Property; and (e) the cost of preparing the Audit.

**10. Taxes.**

(a) Taxes for Years Prior to Closing. Seller will pay in full all general real property taxes that are levied with respect to the Property for tax years prior to the year of closing.

(b) Tax Challenges. If any tax challenge is ongoing with respect to the Property for general real estate taxes levied for any tax years prior to the year of Closing, Seller will receive the full benefit of any refund arising out of such tax challenge. If any tax challenge commenced by Seller results in a reduction in taxes for the general real estate taxes levied for the year of Closing, the parties shall reprorate taxes for the year of Closing upon receipt of the actual tax bill or adjusted tax bill. This Section 11(b) expressly survives Closing.

(c) Taxes for Current Year of Closing. All general real property taxes that are levied with respect to the Property for the year of Closing will be prorated between Buyer and Seller as of the business day immediately prior to the Closing Date. If the precise amount of taxes levied for the year of Closing cannot be determined, then the proration shall be computed on the basis of the lesser of (i) the taxes on the Property levied for the immediately preceding tax year; or (ii) an amount equal to the taxable valuation, if available, of the Property in the year of Closing multiplied by the prior tax year's total tax rate.

**11. Special Assessments.** At Closing Seller will pay all special assessments that were levied prior to the Effective Date. All special assessments levied after the Effective Date shall be paid exclusively by Buyer. Real estate taxes and special assessments shall not be re-prorated after the Closing, except as provided in Section 10(b), above. Prepaid expenses (including homeowners', association or similar assessments), if any, paid by Seller shall be prorated on a per diem basis as of the Closing Date, and Seller shall receive a payment at the Closing, in addition to the Purchase Price, equal to the allocated portion of such prepaid expenses attributable to periods on and after the Closing Date.

**12. Municipal Agreements.** Seller and Buyer agree that upon Closing, Buyer will assume any and all responsibilities and obligations under all existing development agreements, declarations, escrow agreements and other agreements affecting the Property. In addition, Buyer shall comply, at Buyer's sole expense, with all requirements imposed under any such agreement or by any state, federal or local governmental entity or agency including, without limitation, any requirement to construct infrastructure, construct improvements, install sidewalks and parkway trees and landscaping, and to escrow funds, post letters of credit or any other required security in connection with the development of the Property. On or before Closing, Buyer shall, at Buyer's sole expense, replace any funds or letters of credit deposited in connection with any such agreement or requirement. Buyer's failure to do so on or before the Closing Date shall be a default under this agreement. The parties agree that all development work is Buyer's sole responsibility

and shall be performed at Buyer's sole cost and expense. Buyer and Seller agree that this paragraph shall be self-operative but, if requested by Seller, Buyer shall execute a document in recordable form evidencing the agreements set forth in this Section. To the extent Seller, any of its affiliates, or any predecessor owner of the Property is entitled to a refund of any funds (including the proceeds of any letter of credit drawn upon) or other security deposited with respect to the Property before the Closing, any such refund shall be and remain the property of Seller or its applicable affiliate, and to the extent Buyer receives any such refund before or after the Closing, Buyer shall remit such refund to Seller or its affiliate within five (5) days after Buyer's receipt therefor. Seller's right and Buyer's obligations under this Section 12 shall survive the Closing.

**13. Condemnation.** If before the Closing, any of the Property is condemned under the power of eminent domain, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of Seller's receipt of notice of the same. Buyer shall within ten (10) days of the notice have the option of (a) proceeding with the Closing (without any reduction in the Purchase Price) and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by Closing), or (b) canceling this Contract and receiving back the earnest money deposited, and the parties shall have no further obligations hereunder except those provisions that expressly survive.

**14. Indemnification.** To the extent permitted by Kansas law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorneys' fees, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors and employees, or (ii) the failure by Buyer to observe or perform any of its covenants, representations or obligations under this Contract. This Section 14 shall survive the Closing or termination of this Contract.

**15. Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served or sent via facsimile with confirmation of transmission, to Buyer and Seller at the following addresses:

**BUYER: City of Roeland Park, Kansas**  
c/o Keith Moody  
4600 West 51<sup>st</sup> Street  
Roeland Park, Kansas 66205  
Telephone: 913-722-2600  
Facsimile: 913-722-3713

and

**CBRE**

c/o Josh Koch  
4520 Main Street, Suite 600  
Kansas City, Missouri 64111

**SELLER:** Kelly Van Gilder  
14924 St. Andrews, Olathe, KS 66106

Rachael Deters  
2251 D. Road, Baileyville, KS 66404

Cathryn M. Burke  
917 Rannoch Lane, Raymore, MO 64083

Leo McClaskey  
1740 Second Avenue West, Horton, KS 66439

Mark McClaskey  
4072 Sherman Oaks Avenue, Virginia Beach, VA 23456

Corine Schuetz  
11460 218th Road, Holton, KS 66436

DuWayne Kramer, Jr.  
1800 Meriam Lane, Kansas City, KS 66106

**With copies to:**

For notice to Kelly Van Gilder, Rachael Deters, Cathryn M. Burke, Leo McClaskey, Mark McClaskey, Corine Schuetz:

Lisa C. Machicao  
Madrigal & Machicao, LLC  
6731 W. 121<sup>st</sup> Street, Suite 219  
Overland Park, KS 66209

For notice to DuWayne Kramer, Jr.:

David R. Schapker  
Evans & Mullinix, P.A.  
7225 Renner Road, Suite 200  
Shawnee, Kansas 66217

For notice to City of Roeland Park, Kansas:  
Steven E. Mauer

Mauer Law Firm, PC  
1100 Main Street, Suite 2100  
Kansas City, Missouri 64105

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered), or if sent by facsimile transmission, upon transmission as evidenced by the confirmation slip generated by the sender's facsimile machine. Either party may change the above addresses by written notice to the other.

**16. Default.** If before the Closing, either party defaults in the full and timely performance of any of its obligations hereunder, the non-defaulting party shall be entitled to cancel this Contract and receive and retain the Deposit hereunder or the non-defaulting party may elect to seek specific performance.

**17. Real Estate Commissions.** All parties acknowledge that CBRE and its agent Austin Baier are acting solely as a representative of the Buyer. At Closing, Buyer shall pay a market commission equal to three percent (3.0%) of the total Purchase Price to be paid to CBRE at closing and Buyer covenants, represents, and warrants, to Seller that no other commissions shall be due or payable at Closing and shall indemnify and defend Seller against any such claims.

**18. Assignment.** Buyer shall have the right to assign this Contract without Seller's prior written consent, provided that not less than five (5) business days before the Closing, Buyer gives notice of such assignment to Seller. Notwithstanding the foregoing, if this Contract is assigned by Buyer hereunder, Buyer shall remain jointly and severally liable, along with the assignee, for the Buyer's then existing obligations under this Contract. Buyer shall cause any permitted assignee to acknowledge in writing that it will be bound by all of the terms and conditions of this Contract. This Section 18 shall survive the Closing or termination of this Contract.

**19. Successors and Assigns.** Subject to Section 18 above, the provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.

**20. Captions.** The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

**21. Severability.** If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

**22. Counterparts and Transmittal of Signatures.** This Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same

agreement. A signed copy of this Contract transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

**23. Miscellaneous.**

(a) All questions with respect to the construction or interpretation of this Contract shall be determined in accordance with the laws of the State of Kansas, without regard to conflict of law rules. Time is of the essence of this Contract.

(b) If any date upon which action is required under this Contract shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first day after such date which is not a Saturday, Sunday or legal holiday.

[no further text on this page—signature page follows immediately]



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

**BUYER:**

CITY OF ROELAND PARK, KANSAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

Kelly Van Gilder

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Rachael Deters

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Cathryn M. Burke

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Leo McClaskey

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mark Mcclaskey

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Corine Schuetz

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DuWayne Kramer, Jr.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

(Insert legal description of the Property to be provided by the Title Company)

Item Number: New Business- I.-B.  
Committee Meeting Date: 11/1/2022



### City of Roeland Park Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: Tom Madigan \*Jan Faidley Jennifer Hill Ben Dickens Kate Raglow \* Trisha Brauer \* Michael Poppa Michael Reb \*These members called the Special Meeting  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information